

Supplement To Building Loan Agreement

(Add to Building Loan Agreement When
Borrower Acts As Its Own General Contractor)

U.S. Department of Housing
and Urban Development

Office of Housing

OMB Approval No. 0000-0000
(Exp. 00/00/00)

Public Reporting Burden for this collection of information is estimated to average 0.75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0468), Washington, DC 20503. Do not send this completed form to either of the above addresses.

HUD Project Number: Project Name:

This Supplement ~~To~~ Building Loan Agreement shall be attached to and incorporated into that certain Building Loan Agreement (HUD-92441M) of even date herewith.

(~~2025~~) In consideration of HUD consenting to authorize Borrower to act as its own General Contractor, ~~the parties agree~~ Borrower agrees to the following:

(a) All references herein (and in any other documents except the Payment Bond, relating to the construction of the ~~project~~ Project) to “Contractor” or “General Contractor” shall mean Borrower identified ~~above~~ in the Building Loan Agreement. All references to subcontractors shall mean all persons who contract with Borrower or others in connection with the construction of the Project.

(b) All references to “Contract” or “Construction Contract” shall be interpreted to refer to this Building Loan Agreement and the Drawings and Specifications identified ~~above~~ in Paragraph 2 of the Building Loan Agreement, which Specifications include the General Conditions of the Contract for Construction (AIA Document A201—~~1997~~) (**General Conditions**), and the Supplementary Conditions of the Contract for Construction (HUD-92554M). ~~The~~ (HUD Supplementary Conditions). If any of the provisions of this Supplement to Building Loan Agreement or the HUD Supplementary Conditions conflict with the terms contained in the General Conditions, the provisions of this Supplement to Building Loan Agreement and the HUD Supplementary Conditions take precedence over any inconsistent provisions in the General Conditions shall control.

(c) Borrower shall execute all agreements and certifications ~~required by that~~ required HUD ~~to be executed by the~~ requires a General Contractor to execute pursuant to Program Obligations.

(d) The work, which is to be done in accordance with the Drawings and Specifications, shall be commenced within thirty (30) days from the date of this Building Loan Agreement.

(e) Borrower shall, at all times during construction, keep posted in a conspicuous place on the Project site a legible copy of the applicable wage determination published by the Secretary of Labor with respect to this Project. In addition, Borrower shall incorporate into each subcontract a copy of the Supplementary Conditions of the Contract for Construction (HUD-92554M) and the applicable wage determination. Any such contract (i) shall include the agreement of the subcontractor to pay no less than the wages contained in the applicable wage determination; (ii) shall authorize periodic inspections by Lender and HUD of the subcontractor's books, payroll, and accounts with respect to the ~~contracts~~ subcontract so that it may be determined whether or not prevailing wages are being paid by such ~~Contractors~~ subcontractor, and (iii) shall require that all tiers of subcontractors subscribe to the same provisions with respect to work to be performed on the Project.

(f) Upon request, Borrower shall disclose to Lender and HUD the names of all persons with whom Borrower contracted or intends to contract or subsequently contracts with respect to work to be performed or materials to be furnished for construction of the Project.

(g) Borrower shall give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations, protective covenants, and with the current regulations of the National Board of Fire Underwriters, wherever applicable. Borrower shall comply with provisions of the "Manual of Accident Prevention in Construction" of the Association of General Contractors of America. Borrower shall immediately notify Lender and HUD of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy, and any other certificates and/or instruments required by law, regardless of to whom issued, and shall display same to Lender or HUD upon request.

(h) HUD and Lender may inspect work done and materials, equipment and fixtures furnished, installed or stored in and around the project. Borrower shall furnish an enclosed working space acceptable to Lender and/or HUD as to location, size, accommodations and furnishings.

~~(i) HUD shall have the right to interpret the Construction Contract documents and determine compliance therewith.~~

~~(i)~~ Borrower shall correct any defects due to faulty materials or workmanship which appear within ~~a period of one year from the date~~ Project Substantial Completion. Warranty for work first performed after Project Substantial Completion or portions of the work not specifically included in a Certificate of Substantial Completion (defined as any executed Permission to

~~Occupy in HUD-92485) shall extend one year from the Date of Final Completion. For the purpose of this subparagraph (j), the date The “Date of Final Completion” shall be the date of the HUD representative signs the final HUD Representative’s Trip Report, (form HUD-95379) provided that the trip report is subsequently endorsed as required by HUD. by the Construction Manager. Warranty for all work performed after the Date of Final Completion includes all construction requirements, including but not limited to completion of shall extend one year from the date all punch list items, submission of the executed HUD--92485, such work is completed. “Project Substantial Completion” shall be the date that the HUD Representative signs the final FHA Inspection Report contained in form HUD-92485 (Permission to Occupy Project Mortgages) for the Project required by the Contract Documents and Program Obligations, provided the Permission to Occupy Property Mortgages, As-Built Survey and Surveyor’s Report, As-Built Plans and Specifications, warranties, and execution and acceptance of all change orders in the same HUD-92485 is subsequently signed by the Authorized Agent of FHA.~~

Date _____ Borrower _____

By: _____